

Mortgage Record.

This Indenture, Made this Thirtieth day of December in the year of our Lord one thousand nine hundred and thirteen between Benjamin Forney & Margaret G. Forney (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and President of the Board of Trustees of Kansas yearly meeting a Corporate Body of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to wit:

Lot One hundred & Seventy (170) New York Street in the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Benjamin Forney & Margaret A. Forney do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims who may hereafter. This grant is intended as a Mortgage to secure the payment of the sum of Five hundred DOLLARS,

according to the terms of One certain promissory note first day executed by the said Benjamin Forney & Margaret Forney to the said party of the second part, said note being given for the sum of Five hundred DOLLARS, dated December 30 - 1913, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and Ten coupons of Five dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Five hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted for any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Benjamin Forney heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of

Benjamin Forney (SEAL.)  
Margaret A. Forney (SEAL.)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 30 day of December A. D. 1913, before me, John M. Newlin, a Notary Public in and for said County and State, came Benjamin Forney & Margaret A. Forney, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 10 1915.  
This instrument was filed for record on the 31 day of Dec, A. D. 1913, at 4:35 o'clock P. M.

By John M. Newlin Notary Public.  
Joseph Lawrence Register of Deeds.  
Geo. C. Webb Deputy.

Witness my hand and seal this 30th day of December, A. D. 1913.  
John M. Newlin  
Notary Public  
for Douglas County, Kansas